between specialties and simple contracts, at least as far as the liability of an undisclosed principal was concerned, yet it held that an undisclosed principal was not liable because not mentioned in the instrument. But in simple contracts, it is not necessary that he be mentioned in the instrument. *Darrow v. Horne Produce Co.* (1893, D. Ind.) 57 Fed. 463; *Byington v. Simpson* (1883) 134 Mass. 169. However, in the instant case it was said that recovery would be allowed in quasi-contract. Such recovery was allowed before the statute abolishing seals was enacted. *Moore v. Granby Mining Co.* (1883) 80 Mo. 86. Had the court followed the Minnesota rule in the present case, the measure of damages would have included the expense to the plaintiff of defending the title against his vendee, to whom the plaintiff had made the same warranty that the defendant made, whereas in quasi-contract only the value of the land could be recovered.

CONFLICT OF LAWS—STATUTORY CONSTRUCTION—FORUM *v.* ENACTING JURISDICTION—CONCURRENT STATE LAWS CREATING AN INTERSTATE TOLL-BRIDGE CORPORATION.—A corporation was organized under the laws of New Hampshire with authority to construct a toll-bridge between Cornish, N. H., and Windsor, Vt., and to collect certain specified tolls. Subsequently, the legislature of Vermont confirmed the rights of the grantees, granting "the same rates of toll which are granted to them by the action of the legislature of New Hampshire." In *Turnpike Co. v. Peru* (1917) 91 Vt. 295, 100 Atl. 679, this grant was construed not to authorize the collection of tolls from motor vehicles. Thereafter, the corporation brought an action in New Hampshire to recover tolls for motor traffic "arising" in Vermont. *Held,* that the Vermont decision should be disregarded and the toll charges upheld. *Proprietors of Cornish Bridge v. Fitts* (1919, N. H.) 107 Atl. 626.

In the principal case the law of Vermont was assumed to be primarily applicable to the contract as such. It may be inferred, therefore, that the liability to toll, if any, became complete by virtue of acts occurring in that state. The case did not, however, require a determination of this point, inasmuch as the principles of contract law, whatever the jurisdiction, could afford but one relevant rule concerning the validity of the toll, namely, that a corporation whose mode of contracting is prescribed by the law of the incorporation may contract in no other mode than that thus prescribed. *Bank of Augusta v. Earle* (1839, U. S.) 13 Pet. 519; *St. Louis V. & T. H. Ry. v. T. H. & I. R. R.* (1892) 145 U. S. 393, 12 Sup. Ct. 953. The plaintiff, however, was incorporated under the laws of both New Hampshire and Vermont, and the laws of both states prescribed toll charges. The requirements of both laws must be satisfied unless the case admitted of a severance of the corporate personalities created by the respective states for the purpose of predicating legal consequences in each state. Such a severance, irrespective of any theory concerning the single or dual character of the product of a dual incorporation, was clearly inadmissible in the principal case, since the joint authorization of both the incorporating states was indispensable to the power of the corporation with respect either to charges of toll or to exemptions from such charges. *Covington & C. Bridge Co. v. Kentucky* (1894) 154 U. S. 204, 14 Sup. Ct. 1087; *Chesapeake etc. Canal Co. v. Baltimore & O. Ry.* (1832, Md.) 4 Gill & J. 1; *Fisk v. Chicago, R. I. & P. Ry. Co.* (1868, Sup. Ct. N. Y.) 4 Abb. Pr. N. S. 378; *Cleveland & Pittsburg Ry. v. Speer* (1867) 56 Pa. St. 325; *New Orleans, M. & T. Ry. v. Miss.* (1884) 112 U. S. 12, 5 Sup. Ct. 19. A divergence on this point between the states would, it seems, in the absence of congressional action, result in the closing of the bridge to motor traffic. The constitution of the United States protects against such a divergence resulting from separate legislative amendment. *Covington & C. Bridge Co., supra.* Constitutional limitations, however, do not meet the case of a divergence,

through judicial construction, of complementary state laws which were intended to be uniform. *Railroad v. McClure* (1871, U. S.) 10 Wall. 511. The court in the principal case was therefore constrained either to follow the Vermont decision, contrary to its own opinion, as an authority for New Hampshire law, or to declare that the Vermont court had misconstrued the Vermont law, or to concede the existence of a legislative divergence between the states which must be productive of infinite complications. The second alternative was properly chosen. The widely recognized rule that the court of the forum should follow statutory constructions adopted by the highest courts of the enacting state is a principle, not of constitutional law, but of the conflict of laws. *Wiggins' Ferry Co. v. Chicago & A. Ry.* (1882, C. C. E. D. Mo.) 11 Fed. 381; *Johnson v. N. Y. Life Ins. Co.* (1903) 187 U. S. 491, 23 Sup. Ct. 194; *Eastern Bldg. & Loan Ass'n v. Williamson* (1903) 189 U. S. 122, 23 Sup. Ct. 527. Like all principles of conflict of laws it need not be followed to a practical result repugnant to the policy of the forum. *Gelpcke v. Dubuque* (1864, U. S.) 1 Wall. 175. *Cf. Jessup v. Carnegie* (1880) 80 N. Y. 441; *cf. Auld v. Cant* (1914) 216 Mass. 381, 103 N. E. 933; *cf. Fred Miller Brewing Co. v. Capital Ins. Co.* (1900) 111 Iowa, 590, 82 N. W. 1023. To have followed the ordinary rule in the principal case, would have involved either a renunciation of the court's function in construing its own law, or the practical nullification of a part of that law. Moreover the decision which it was asked to follow obviously turned upon a misconstruction of the law of the forum, and was therefore seriously discredited as evidence of the law of the foreign state.

CONTRACTS—ANTENUPTIAL AGREEMENTS TO BEQUEATH—GIFTS.—By an antenuptial agreement, the testator promised to leave by will to his wife a share of his estate equal to that to be left by will to each of his children by a former marriage. The wife promised to accept such a provision in lieu of all her claims, as widow, on the estate. After the marriage a will was drawn according to the antenuptial agreement. During his lifetime, the testator made large gifts for the purpose of diminishing his wife's expectancy. After his death, the executors of his will brought a bill in equity to enjoin the widow from petitioning for a widow's allowance. *Held,* that the injunction should not be issued. *Eaton v. Eaton* (1919, Mass.) 124 N. E. 37.

It is well settled that antenuptial agreements to alter the interest which the parties would have in the property of each by the law of the marriage status are valid, if both parties exercise good faith. *Kroell v. Kroell* (1905) 219 Ill. 105, 76 N. E. 63; *Rankin v. Schiereck* (1914) 166 Iowa, 10, 147 N. W. 180. And if the deceased spouse has performed his part of such an agreement, it will be enforced specifically against the surviving spouse. *Paine v. Hollister* (1885) 139 Mass. 144, 29 N. E. 541; *Thompson v. Tucker-Osborn* (1897) 111 Mich. 470, 69 N. W. 730; *cf.* also (1919) 28 YALE LAW JOURNAL, 709. However, in the absence of a contract or statute, a husband is privileged to give away, during his lifetime, all of his personal property, without the consent of his wife, and for the purpose of preventing her from acquiring any portion of it. *Trabbic v. Trabbic* (1905) 142 Mich. 387, 105 N. W. 876; *Roberson v. Roberson* (1905) 147 Ala. 311, 40 So. 104. Furthermore, a husband is privileged to make reasonable gifts during his lifetime, even though duty bound by an antenuptial contract to leave all of his property to his wife. *Dickinson v. Seaman* (1908) 193 N. Y. 18, 85 N. E. 818. But in the instant case the gifts were not reasonable and were inconsistent with the exercise of good faith. Therefore, it is believed that the decision is sound. For similar protection of a widow's dower rights against fraudulent conveyance by her husband in contemplation of marriage see (1919) 28 YALE LAW JOURNAL, 701.